

Invoice for Plat Application Fee



**PUBLIC WORKS DEPARTMENT
DEVELOPMENT SERVICES DIVISION**
233 N. Pecos - La Trinidad, Suite 420
San Antonio, Texas 78207
210-333-6780 (Voice) □ 210-333-6713 (Fax)

Plats Outside A Municipality's E.T.J.:

Total Acres: _____

	# Plats	Per Plat	# Lots	Per Lot	# Acres	Per Acre	Total
Major Subdivision Plats							
Single Family:	<input type="text"/>	x \$825.00	+ <input type="text"/>	x \$84.00			= _____
Non Single Family:	<input type="text"/>	x \$825.00			+ <input type="text"/>	x \$480.00	= _____
Minor Subdivision Plats							
0-3 Acres:	<input type="text"/>	x \$595.00	+ <input type="text"/>	x \$58.71			= _____
3.01-10 Acres:	<input type="text"/>	x \$805.00	+ <input type="text"/>	x \$58.71			= _____
10.01-20 Acres:	<input type="text"/>	x \$1,075.00	+ <input type="text"/>	x \$58.71			= _____
>20 Acres:	<input type="text"/>	x \$1,810.00	+ <input type="text"/>	x \$58.71	+ <input type="text"/>	x \$110.00	= _____
Amended Plat:	<input type="text"/>	x \$525.00					= _____

Vacate and/or replat: _____

(*Public Hearing Notification Required)

Plats Inside A Municipality's E.T.J.:

Major Subdivision Plats							
Single Family:	<input type="text"/>	x \$450.00	+ <input type="text"/>	x \$46.21			= _____
Non Single Family:	<input type="text"/>	x \$450.00			+ <input type="text"/>	x \$345.00	= _____
Minor Subdivision Plats							
0-3 Acres:	<input type="text"/>	x \$430.00	+ <input type="text"/>	x \$42.39			= _____
3.01-10 Acres:	<input type="text"/>	x \$580.00	+ <input type="text"/>	x \$42.39			= _____
10.01-20 Acres:	<input type="text"/>	x \$775.00	+ <input type="text"/>	x \$42.39			= _____
>20 Acres:	<input type="text"/>	x \$1,180.00	+ <input type="text"/>	x \$42.39	+ <input type="text"/>	x \$80.00	= _____
Amended Plat:	<input type="text"/>	x \$380.00					= _____

NOTE: Check/Money Orders shall be made payable to the Bexar County Clerk.
Fee must be paid for review to begin. Separate payment & submittal required for each plat.

TOTAL DUE: _____

Applicant Information (to be filled in by applicant, please print):

Located over Edwards Aquifer: Yes No

Subdivision Name: _____ Unit# _____

Applicant's Name: _____

Owner's Name: _____

Owner's Address: _____

City: _____ State: _____ Zip: _____

Owner's Contact (if different from owner): _____

Owner's Phone #: () _____ Owner's Email: _____

Sewer Provider: _____ Water Provider: _____ Map #: _____

Engineering Company Name: _____

Engineering Company Contact: _____

Engineering Company Phone #: () _____ Engr's Email: _____

For Office Use Only:	Payment by: <input type="checkbox"/> Check # _____ <input type="checkbox"/> Money Order # _____ <input type="checkbox"/> Cash
Fee Collected By: _____	Date: _____ Plat#: _____
Amount Collected: \$ _____	Name on check: _____ Receipt #: _____

These fees collected in accordance with Texas Local Government Code Section 232.0021 and the Bexar County Commissioners Court Order dated October 21, 2003. These fees are effective October 22, 2003. The County shall collect the applicable plat application fee upon submission of the plat for review. Plat application fees collected herein are subject to refund under Section 232.0025(7) of the Texas Local Government Code.

Revised 07-23-2012

Bexar County Submittal Requirements			
6 copies of plat & 1 copy of plat application			
Minor or Major Plats:			
Digital Copy of plat (AutoCAD)			
2 sets of Storm Water Management Plan w/ drainage calculations			
2 copies of TIA <u>and disc</u> of analysis (Synchro, Corsim)			
Address Plat – with final submittal			
Major Plats:			
2 sets of Utility Plans			
1 copy of approved POADP/MDP/PUD			
Final Geo tech report			
3 sets of street, signage & drainage plans (if new streets)			
2 copies of Cost Estimates Streets & Drains			
Digital Copy – construction plans (pdf) – with final submittal			
OSSF Data: (if development is not served by public sewer)			
Site evaluation form with required soil analysis			
Water purveyor documentation/letter			
Plan showing the proposed OSSF on the lot or tract (Drawn to scale locating soil borings, existing wells, water lines, structures)			



City of Helotes
Development Services
Department
P.O. Box 507
12951 Bandera Road
Helotes, TX 78023
Phone (210) 695.8877
Fax (210) 635.2123

Date Submitted: _____

PLAT APPLICATION CHAPTER 78, Subdivisions

Section I. Plat and Applicant Information

PLAT NAME: _____

Owner/Agent: _____ Phone: _____ Fax: _____

Owner/Agent Address: _____ Zip Code: _____

Engineer/Surveyor: _____ Phone: _____ Fax: _____

Address: _____ Zip Code: _____

Elevation Survey: ☐ Major Plat ☐ Amending Plat ☐ Replat with Public Hearings

Water Service: ☐ SAWS ☐ Well

Sewer Service: ☐ SAWS ☐ Septic System

Plat is over, within, or includes the following:	Land Area Being Platted:	Lots	Acres
Yes <input type="checkbox"/> No <input type="checkbox"/> Helotes City Limits	Single-Family (SF)	_____	_____
Yes <input type="checkbox"/> No <input type="checkbox"/> Helotes Extra Territorial Jurisdiction	Non-Single Family (NSF)	_____	_____
Yes <input type="checkbox"/> No <input type="checkbox"/> Edwards Aquifer Recharge Zone		_____	_____
Yes <input type="checkbox"/> No <input type="checkbox"/> Flood Plain		_____	_____

Base preliminary platting fee	\$	Base final platting fee	\$
Single family residential development (per lot)	\$	Non-single family residential development (per acre)	\$
Variance	\$	Plat deferral	\$
Performance agreement time extension	\$	Vacating declaration	\$
Re-plat involving notification	\$	Amending plat	\$
Plat withdrawal	\$	Emergency add-on	\$
Plat recording fee per sheet)	\$	Processing fee	\$
Plan review fee	\$		\$

*Please refer to the City's fee schedule.

Total Fee: \$ _____

All fees shall be paid at the time of plat filing.

Required Letters of Certification, if applicable: City Public Service (CPS); TX Dept. of Transportation (TxDOT); San Antonio Water System (SAWS); Gray Forest Utilities; Texas Commission on Environmental Quality (TCEQ); Time Warner Cable; AT&T; Bexar County Environmental Services; and Current Property Tax Certificate.

I hereby certify that the above information is true and correct.

Print Name: _____

Signature: _____

Date: _____

☐ Professional Engineer ☐ Registered Professional Land Surveyor



7/12

Office Use Only:

City of Helotes' Fees

p. Tree Survey Review and Approval	\$165.65
q. Landscape Plan Review and approval	\$134.65+ \$72.60
y. Traffic Impact Analysis and Review (Level 1)	\$274.60
z. Traffic Impact Analysis and Review (Level 2)	\$548.95
aa. Traffic Impact Analysis and Review (Level 3)	\$823.50

b. Subdivision

1. Plat/Replat Filing fees	
i. Base Preliminary Platting Fee	\$605.90 per Plat
ii. Base Final Platting Fee	\$372.90 per Plat
iii. Single family Residential Development	\$ 62.00 per Lot
iv. Non-single Family Residential Development	\$450.60 per Acre
2. Variance	\$160.60
3. Plat Deferral	\$414.30
4. Performance Agreement Time Extension	\$269.30
5. Vacating Declaration	\$ 305.60
6. Repeal Involving Notification	\$471.25
7. Amending Plat	\$538.60
8. Plat Withdrawal	\$165.65
9. Emergency Add-on	\$331.55
10. Mobile Home Park Plan Processing Fee	\$440.25
11. Street Name Change Application Processing	\$331.55
12. Street Name Change Installation Fee Per Sign	\$222.65
13. Plat Recording Fee Per sheet	Actual Cost per Bexar County
14. Processing Fee	\$113.90
15. Plan Review Fee	\$409.25

Please note that the fees are subject to change.

Bexar County Platting Fee Schedule

Plat Application Fees:

(Due upon submission of plat for review.)

Plats Outside City of San Antonio E.T.J.:

Major Subdivision Plats	<u>Per Plat</u>	<u>Per Lot</u>	<u>Per Acre</u>
Single family:	\$625.00	\$64.00	na
Road Only/Non Single Family:	\$625.00	na	\$480.00
 Minor Subdivision Plats	 <u>Per Plat</u>	 <u>Per Lot</u>	 <u>Per Acre</u>
0-3 Acres:	\$595.00	\$58.71	na
3.01-10 Acres:	\$805.00	\$58.71	na
10.01-20 Acres:	\$1,075.00	\$58.71	na
>20 Acres:	\$1,610.00	\$58.71	\$110.00 (# acres> 20)
	<u>Per Plat</u>	<u>Per Lot</u>	<u>Per Acre</u>
Amended Plats:	\$525.00	na	na

Please note that the fees are subject to change.

City of Helotes
Development Services Department
P.O. Box 507
12951 Bandera Road
Helotes, Texas 78023

Application Date: _____

TREE AFFIDAVIT/PERMIT APPLICATION
Chapter 94, Vegetation

Project Address/ Location: _____ Outside City Limits ☐ OR ON Project

Name/Subdivision: _____ Plat # _____ Parcel Map # _____

_____ Lot No. _____ Block _____ NCB/CB _____

Approximate Project Construction Date: _____

Class of Work (Check as appropriate) ☐ Site Work ☐ Platting ☐ New Structure ☐ Addition

Project Type (Check as appropriate) ☐ Commercial # acres _____ ☐ Residential # lots _____

Contact Person: _____ Phone: _____ FAX _____

Email Address: _____ Cell: _____

Contractor: _____ Phone: _____ FAX _____

Email Address: _____ Cell: _____

Business Address: _____

Owner: _____ Phone #: _____

Address: _____

I, _____ (agent), certify that I am aware of the requirements of Chapter 94, sections 94-1-94-30.

Article II, Code of Ordinances regarding Tree Preservation. This affidavit verifies that to the best of my knowledge, the said property at (Addresses) _____

Please mark the appropriate box under the ordinance applicable to the project (Only mark one box):

- ☐ 1. Has no Protected, Large or Mature trees as defined in Article II, Section 94-32 of the City of Helotes Code of Ordinances.
☐ 2. Has Protected, Large/Small or Heritage trees, but this work will in no way cause damage to or the destruction of said trees. I understand such is a direct violation of the aforementioned ordinance.
☐ 3. Has Protected, Large/Small or Heritage trees that will be removed. (Requires additional site plan & tree inventory for the City Arborist.)

State of Texas § § County of Bexar § _____

Signature

Before me, the undersigned authority on this day personally appeared _____ known to me to be the person whose name is signed to the foregoing affidavit and sworn by me, states under oath, that all the facts therein set forth are true and correct.

Sworn To Before Me, This _____ Day of _____, 20____.

Notary Public In And For the State of Texas

Office Use Only

INSPECTOR _____ DATE _____ PASS / FAIL COMMENTS _____

APPROVED _____ NOT APPROVED _____ INITIALS _____ DATE _____

TREE PRESERVATION PLAN SUBMITTAL REQUIREMENTS

TREE PRESERVATION PLAN USING AN ON THE GROUND SURVEY;

1. Location of all existing or proposed structures, improvements such as streets, alleyways, etc., and site uses, properly dimensioned and referenced to property lines, setbacks, and yard requirements
2. Date, scale, north point, and the names, addresses, and telephone numbers of both property owner(s) and the person preparing the tree preservation and removal plan. Provide revision number if applicable.
3. Location of existing and proposed utility easements and drainage easements on the entire lot.
4. Survey locating Protected Large / Small Tree Species and Heritage trees on the site (See table 1.0). A plan identifying the building footprint, buildable area, easements, rights-of-way, setbacks, property lines, and all protected sized trees shall be submitted. Designate all Protected and Heritage trees to remain by a circle and all Protected and Heritage trees to be removed with a triangle. Each Protected and Heritage tree shall be numbered, referencing a legend specifying the caller, common name, and whether it is to be saved or removed.
5. Tree protection notes, details, and specifications that include written and graphical information describing acceptable and unacceptable activities on the site and within the tree preservation areas.
6. Preservation rate required is 40% of total Protected inches onsite for Large and Small Species, 60% for Heritage, and 80% for all protected trees in a 100 year floodplain (See Article II Sec. 94-32 TABLE 1.0 Tree Preservation Categories and Preservation Rates)
7. Number of copies. The applicant shall submit three (3) sets of tree preservation plans for approval (owner, field, and city). A stamped approved copy shall be onsite at all times for review.

OPTIONAL TREE PRESERVATION PLAN USING AERIAL PHOTOGRAPHY;

A tree stand delineation may replace the on-the-ground survey, at the sole discretion of the City Arborist. If allowed the tree stand delineation plans shall include:

1. The tree stand delineation plan shall show a current aerial photograph of the tract with the proposed development overlaid onto the aerial photograph. All Protected and Heritage tree areas / tree stands to be preserved shall be outlined. Any Heritage trees to be removed shall be located on the ground, tagged, numbered and shown on plan. Tree stand delineation plans that cannot be plotted on a single sheet shall be plotted with appropriate match lines on two (2) or more sheets.
2. The location of property lines, location and widths of existing and proposed streets and alleys, utility easements, driveways, parkways, and sidewalks on or adjacent to the project.
3. Tree protection notes, details, and specifications that include written and graphical information describing acceptable and unacceptable activities on the site and within the tree preservation areas / stands.
4. Preservation rate required is 40% of total square feet / acres of tree stand area shown on plan and 80% for all protected trees within a 100 year floodplain (See Article II Sec. 94-32 TABLE 1.0 Tree Preservation Categories and Preservation Rates)
5. Number of copies. The applicant shall submit three (3) sets of tree preservation plans for approval (owner, field, and city). A stamped approved copy shall be onsite at all times for review.

GENERAL INFORMATION

1. An application for a tree preservation and removal permit will not be considered to be filed until the following is submitted to the City Arborist through the City permit office:

- 17 A completed application;
- 17 An application fee in the amount of (refer to fee schedule); and
- 17 Any additional monies deemed by the City Administrator to be necessary to recover all of the City's costs for the services of the City Arborist or other contract professionals for review of the application.

Traffic Impact Analysis (TIA) Threshold Worksheet

Complete this form as an aid to determine if your project requires a Traffic Impact Analysis Study, Unified Development Code, Article V, Section 35-502.

Project Name:		Threshold Worksheet Prepared by:	
Project Location:		Company:	
Is this? <input type="checkbox"/> C.O.S.A. <input type="checkbox"/> San Antonio ETJ <input type="checkbox"/> Bexar County <input type="checkbox"/> Other Municipality		<input type="checkbox"/> Owner or <input type="checkbox"/> Owner's Agent	
Date:		Address:	
Permit Type or Reason for TIA Study/Worksheet (Check one and indicate the number if known)		Email:	
Zoning #:		Phone:	
MDP # or POADP#:		Bldg Permit #:	
Plot #:		Other:	

Proposed Type of Development (Small building development or multi-occupancies may require additional tabulation sheets to determine total peak hour trips)

Anticipated Land/Building Use/Zoning	Project Size		Critical Peak Hour	Peak Hour Trip Rate (PHT) Rate	Peak Hour Trips (PHT)	Trip Rate Source
	Acres	# of Units				
						ITE Code:

Previous Development on Site (Required for land with previous/current buildings occupied within 1 year of submittal or if Re-zoning property)

Previous Land/Building Use/Zoning	Previous Size		Critical Peak Hour	Peak Hour Trip Rate (PHT) Rate	Peak Hour Trips (PHT)	Trip Rate Source
	Acres	# of Units				
						ITE Code:

Previous TIA Report (If property has a TIA on file) TIA # _____

Peak Hour Trips Projected in TIA on File	Peak Hour Trips Projected in Updated Development Plan

Difference in PHT (Proposed PHT - Previous Development PHT or TIA PHT)

(If an increase of 75 PHT or an increase of 10% of the total PHT, a new TIA is required)

Turn Lane Requirements (or Developments with Less Than 75 PHT (for developments with 75 or more PHT, this analysis will be included in the TIA)

Requirement	Right-turn lanes required at: (Identify street/driveway name)	Left-turn lanes required at: (Identify street/driveway name)
Median Openings	N/A	<input type="checkbox"/> None <input type="checkbox"/> None
Driveways or streets with a daily entering right- or left-turn traffic volume of 500 vehicle trips or 50 vehicle peak hour trips	<input type="checkbox"/> None <input type="checkbox"/> None	<input type="checkbox"/> None <input type="checkbox"/> None
Required by TxDOT	<input type="checkbox"/> None <input type="checkbox"/> None	<input type="checkbox"/> None <input type="checkbox"/> None
Where unsafe conditions may exist (limited sight distance, high speed, uneven grade, etc.)	<input type="checkbox"/> None <input type="checkbox"/> None	<input type="checkbox"/> None <input type="checkbox"/> None

Comments

(For Official Use Only, Do Not Write in this Box)

A TIA report is required. ☐ A TIA report is not required. The traffic generated by the proposed development does not exceed the threshold requirements.

The traffic impact analysis has been waived for the following reasons:

Reviewed by: _____ Date: _____

NOTE: GFA = Gross Floor Area (bldg. size)

ITE = Institute of Transportation Engineers, Trip Generation, 8th Edition. 525 School Street, S.W., Suite 410, Washington, DC 20024-2729; (202) 554-8050.

ORIGINAL

STATE OF TEXAS
COUNTY OF BEXAR

§
§ KNOW ALL MEN BY THESE PRESENTS
§

**INTERLOCAL AGREEMENT FOR REGULATION
OF SUBDIVISIONS IN EXTRATERRITORIAL JURISDICTION**

This City-County Interlocal Agreement ("Agreement") for Platting in the Extraterritorial Jurisdiction ("ETJ") of the City of Helotes is entered into by and between the CITY OF HELOTES, a Type-A General Law municipality situated within Bexar County, Texas, hereinafter referred to as "CITY", and the COUNTY OF BEXAR, a political subdivision of the State of Texas, hereinafter referred to as "COUNTY", acting pursuant to the authority granted by the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE, Chapter 791, and the TEXAS LOCAL GOVERNMENT CODE, Chapter 242

WITNESSETH

WHEREAS, both the CITY and COUNTY ("Parties") operate systems designed to review subdivision plats and inspect streets and drains, as authorized under applicable State Law; and

WHEREAS, Chapter 242 of the Texas Local Government Code requires that the CITY and COUNTY enter into a written agreement pertaining to regulation of subdivision plats in the Extraterritorial Jurisdiction ("ETJ") of the CITY, and

WHEREAS, the governing bodies of the CITY and COUNTY believe it is in the best interest of both entities and the development community to combine their respective procedures into one seamless operation with each retaining certain responsibilities, as hereinafter provided in this Agreement; and

WHEREAS, the governing bodies of the CITY and COUNTY believe it is in the best interest of both entities to regulate the flood plain in accordance with the Interlocal Agreement between the City of San Antonio, the COUNTY, and the San Antonio River Authority establishing the Regional Flood Control, Drainage, and Storm Water Management Program.

NOW, THEREFORE, in order to carry out the intent of the Parties, as expressed above and for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

ARTICLE I
PURPOSE

- 1.01 The purpose of this Agreement is to establish and clarify each Party's obligations, costs, and the manner and method of approving and/or completing subdivision plats and street and drain inspections for real property located within those portions of the unincorporated areas of Bexar County, Texas and located within the ETJ of the CITY.
- 1.02 The ETJ of the CITY may fluctuate from time-to-time during the term of this Agreement as a result of City Council action. CITY agrees to notify COUNTY in writing within ten (10) business days of any and all City Council action that changes the ETJ boundaries during the term of this Agreement, thereby affecting subdivision platting and street and drain inspections for real property within the boundaries of the COUNTY.

ARTICLE II
TERM

- 2.01 The initial term of this Agreement shall be from the date of execution of this Agreement, with a termination date of September 30, 2010. Thereafter, the Parties shall renew the Agreement on an annual basis beginning October 1, 2010. The yearly renewal shall be automatic upon the expiration of the preceding one (1) year term, unless one of the Parties gives the other Party written notice of its desire not to renew the Agreement at least ninety (90) days prior to the expiration of the then current term.

ARTICLE III
APPLICABLE PROCEDURES

- 3.01 Subdivision Platting. CITY and COUNTY agree that subdivision platting in the ETJ will be in accordance with the standards contained in the City of San Antonio's Unified Development Code ("UDC"), Chapter 35 of the City Code of San Antonio, Texas, unless stipulated otherwise in this Agreement.
- 3.02 Subdivision Platting. CITY and COUNTY agree that the CITY will act as the public's point-of-contact for receipt of all platting and for the collection of all required fees, including, but not limited to, plat application and recordation fees. The CITY will accept both CITY and COUNTY fees and reimburse the COUNTY its fees on a monthly basis. COUNTY agrees to provide CITY a copy of the COUNTY fee schedule and, if applicable, any revisions to the COUNTY fee schedule within (10) days of COUNTY approval. COUNTY shall have exclusive control over subdivision platting in the ETJ, as specified in Sections 3.03, 3.04, and 3.05.
- 3.03 Subdivision Platting. COUNTY agrees to complete its review of platting applications in accordance with standards set forth in the UDC. If additional information or materials are needed from the Applicant, the COUNTY shall render the submittal incomplete in accordance with UDC procedures.

- 3.04 Subdivision Platting. After an applicant receives Letters of Certification from each certifying agency, the CITY shall conduct a completeness review of submitted documents and, if complete, shall forward to the COUNTY a copy of the complete subdivision plat application for consideration by the COUNTY Commissioner's Court.
- 3.05 Subdivision Platting. COUNTY shall proceed with subdivision plat review in accordance with the standards set forth in the UDC. A variance to the standards, if requested by applicant, must be approved by the COUNTY.
- 3.06 Subdivision Platting. Except as specifically provided by paragraphs 3.07, 3.08, and 3.09 of this Agreement, if a conflict exists between the UDC and COUNTY regulations, the more stringent regulations shall control. In the event the UDC is proposed to be amended, the COUNTY agrees to provide the CITY with a copy of the proposed amendments at least thirty (30) days prior to amendment submittal to the City Council of the City of San Antonio for approval.
- 3.07 Manufactured Housing and On-Site Sewage. COUNTY shall have exclusive control over the formulation and enforcement of regulations pertaining to manufactured housing in the ETJ of the CITY and all on-site sewage facility licensing within the CITY's corporate limits and ETJ. COUNTY shall accept fees and administer all activities related to manufactured housing in the CITY's ETJ and on-site sewage facility licensing within the CITY's corporate limits and ETJ.
- 3.08 Street Construction. With regard to street construction regulations, the CITY and COUNTY hereby acknowledge and recognize that fundamental differences exist between the requirements for streets in densely populated areas within the CITY and less populated areas of the COUNTY. COUNTY shall assume sole responsibility for compliance with this Section and shall use COUNTY street design standards, which do not require sidewalks or streetlights, for development of residential areas with less than two (2) units per acre.
- 3.09 Flood Control, Drainage, and Storm Water Runoff. The CITY and COUNTY agree that the standards and administration of regulations pertaining to flood control, drainage, and storm water management within the CITY's ETJ shall be in accordance with the Interlocal Agreement between the City of San Antonio, the COUNTY, and the San Antonio River Authority establishing the Bexar Regional Watershed Management Program and Chapter 34 *Environment*, Article IV, *Stormwater Detention and Drainage* of the CITY Code of Ordinances. COUNTY will be responsible for floodplain management, flood control, drainage, and storm water management plan approval and permitting in the ETJ. CITY will forward their comments for all flood control, drainage, and storm water runoff plans received for projects within the ETJ to the COUNTY staff who will consolidate the "red-line" review reply into a single review that is sent to the developer/engineer.
- 3.10 Subdivision Platting. Upon completion of all formal approvals, the CITY shall be responsible for recording the Plat with the County Clerk's Office.

- 3.11 Master Development Plans. CITY shall be responsible for Master Development Plan (MDP) approval and permitting in the ETJ. CITY will forward for review and comment all MDPs received for projects within the ETJ to the COUNTY. COUNTY will send comments to CITY staff who will consolidate the red-line review reply into a single review that is sent to the developer/engineer.
- 3.12 Traffic Impact Analyses. CITY will be responsible for Traffic Impact Analysis (TIA) review and approval. CITY will forward for review and comment all TIAs received for projects within the ETJ to the COUNTY. COUNTY will send comments to CITY staff who will consolidate the red-line review reply into a single review that is sent to the developer/engineer.
- 3.13 Performance and Warranty Bonds. COUNTY will be responsible for performance and warranty bond submission, receipt, posting, handling, and release. COUNTY will forward a copy of performance bonds for plats within the ETJ to the CITY. The COUNTY shall require the subdivider to provide a Corporate Surety Bond, Irrevocable Letter of Credit, or Escrow Agreement in an amount determined by the COUNTY to be suitable and required for the proper completion of roads, drainage facilities, and utility (water and sewer) facilities, as applicable, within subdivisions involving said infrastructure. The surety shall be executed by a surety company authorized to do business in the State of Texas and shall be made payable to CITY and COUNTY. The Irrevocable Letter of Credit or Escrow Agreement shall name the CITY and COUNTY as payees and or beneficiaries. The condition of the bond, letter of credit, or escrow agreement shall be that the subdivider will construct the roads or streets, drainage facilities, and utility facilities of such subdivision within one (1) year from receiving approval to begin construction or warranty period. The time period for construction may be extended upon written agreement of the subdivider and the COUNTY. The full amount of the bond or letter of credit shall remain in force until the road construction or infrastructure is completed and approved and/or accepted by the COUNTY.
- 3.14 Street Reviews. COUNTY will be responsible for street reviews within the ETJ. CITY will forward their comments for all street reviews received within the ETJ to COUNTY staff who will consolidate the red-line review reply into a single review that is sent to the developer/engineer.
- 3.15 Subdivision Platting Inspections. Subdivision platting inspections within the ETJ will be conducted by COUNTY. During the final inspection, CITY and COUNTY inspectors may jointly inspect the subdivision; however, final approval of the subdivision platting is reserved by the COUNTY.
- 3.16 Monthly Coordination Meetings. COUNTY and CITY will hold monthly coordination meetings to discuss and resolve any issues arising from reviews within the ETJ if projects have been submitted and are in the review/inspection phases of processing.

- 3.17 The CITY and COUNTY shall allow both Parties' inspectors unfettered access to construction sites of subdivisions within the ETJ, and the COUNTY shall, if requested by CITY, timely submit copies of all materials and construction test results to the CITY during road construction, drainage facilities construction, and utility facilities construction. The CITY may request that the COUNTY order the halting of all construction if the applicable standards are not being met.

ARTICLE IV **CONSIDERATION**

- 4.01 The CITY and COUNTY agree and understand that each shall be responsible for its own costs and expenses necessary to fulfill its responsibilities under this Agreement. All payments for obligations provided by this Agreement shall be made from current funds available to the paying party.

ARTICLE V **TEXAS LAW TO APPLY**

- 5.01 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

ARTICLE VI **LEGAL CONSTRUCTION**

- 6.01 In case any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE VII **AMENDMENTS**

- 7.01 No amendment, modification, or alteration of the terms hereof shall be binding unless in writing, dated subsequent to the date of this Agreement, and duly authorized by the governing bodies of the CITY and the COUNTY. No official, agent, employee, or representative of the CITY or COUNTY has the authority to alter, amend, or modify the provisions hereof except in the exclusive manner set forth herein.

ARTICLE VIII
LIASIONS AND NOTICES

- 8.01 Unless written notification by the COUNTY to the contrary is received by CITY, the Executive Director of the Infrastructure Services Department shall be the designated representative of the COUNTY responsible for the management of this Agreement.
- 8.02 Unless written notification by the CITY to the contrary is received by COUNTY, the Development Services Specialist, under the direction of the City Administrator, shall be the designated representative of the CITY responsible for management of this Agreement.
- 8.03 Communications between CITY and COUNTY shall be directed to the designated representatives of each as set forth above.
- 8.04 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY

City of Helotes
P.O. Box 507
Helotes, TX 78023
ATTN: Ernest Cruz
Development Services Specialist

COUNTY

County of Bexar County
233 North Pecos Street
San Antonio, TX 78207
ATTN: Joe Aceves
Executive Director, Infrastructure
Services Department

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE
FULL FORCE AND EFFECT OF AN ORIGINAL, ON THE 25 DAY OF
may, 2010.

CITY OF HELOTES

BY: 

THOMAS A. SCHOOLCRAFT
Mayor

COUNTY OF BEXAR

BY: 

NELSON W. WOLFF
County Judge

ATTEST:

BY: 

GRACE TAMEZ
City Secretary

BY: 

GERARD C. RICKHOFF
County Clerk